

HCFRS Facility User Agreement

Terms and Conditions for Facility Use of Massachusetts Department of Public Health (MDPH) Health Care Facility Reporting System (HCFRS)

This Health Care Facility Reporting System (HCFRS) Facility User Agreement (Facility User Agreement) is made as of _____, 201__, by the following health care facility (Facility) licensed by or under the jurisdiction of the Massachusetts Department of Public Health (MDPH) on the Facility's own behalf and on behalf of its officers, agents, directors, employees, assigns and successors:

Facility

MDPH FAC ID

HCFRS allows Authorized Users at specified health care facilities in the Commonwealth of Massachusetts to:

- (1) Submit electronic reports of incidents, accidents, SREs, and patient abuse and neglect required to be reported by a Facility to MDPH under state law. In certain cases, a Facility also is required to immediately notify MDPH by telephone of certain serious incidents by calling: [insert name and phone number for immediate reports]; and
- (2) View and print copies of the Facility's reports submitted to MDPH through HCFRS. Only the data entered and submitted by the Facility is accessible to the Facility.

HCFRS is used by the MDPH to receive reports and track the investigation of incidents, accidents, SREs, and patient abuse and neglect at designated facilities.

This HCFRS Facility User Agreement states the terms that apply to Facility's use of HCFRS. By executing this Agreement and logging onto and using HCFRS, Facility agrees to comply with and be bound by the terms of this Agreement, and to use HCFRS only for authorized purposes. Facility's Authorized Users will access HCFRS through the Virtual Gateway ("VG") operated by EOHHS. Facility agrees to comply with and is bound by the terms of the EOHHS VG Services Agreement separately executed by Facility.

Definitions:

Health Care Facility Reporting System (HCFRS): the electronic reporting system for specified health care facilities in the Commonwealth of Massachusetts to submit to MDPH reports of incidents, accidents, serious reportable events (SRE), and patient abuse and neglect required to be reported by a facility under state law.

Authorized User: an individual authorized by the Facility to access HCFRS in accordance with the terms and conditions of this Agreement and who has completed and signed a HCFRS Authorized User Agreement in the form attached to this Agreement. The Authorized User may be an employee, contractor or agent of the Facility.

Authorized User Agreement: the Agreement executed by each HCFRS Authorized User in the form attached to this Agreement.

Confidential Data: any individually identifiable data, including but not limited to, medical and demographic data that: 1) reveals the identity of the data subject or is readily identified with the data subject, including, but not limited to, name, address, telephone number, social security number, health identification number, or date of birth; or 2) provides a reasonable basis to believe that the data could be used, either alone or in combination with other information, to identify a data subject. Confidential data includes any protected health information, as defined by the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and regulations at 45 CFR Part 160 and subparts A and E of Part 164, and any personal data, as defined by the Fair Information Practices Act (FIPA), M.G.L. c. 66A.

Data Subject: an individual about whom the data or information in a Facility Report relate.

Facility: the following specified health care facility types may use HCFRS to submit required reports to MDPH:

- 1. Hospitals (MGL c.111, §52 & 105 CMR 130.000)**
 - Serious incidents -- 105 CMR 130.331
 - Serious Reportable Events (“SREs”) -- 105 CMR 130.332
 - Patient abuse & neglect – MGL c.111, §72G
- 2. Massachusetts Public Health Hospitals**
 - Serious incidents
 - SREs
 - Patient abuse & neglect
- 3. Massachusetts Department of Mental Health Hospitals (MGL c. 19)**
 - SREs as directed by EOHHS
- 4. Clinics (MGL c.111, §52 & 105 CMR 140.000)**
 - Serious incidents – 105 CMR 140.307
 - SREs at ambulatory surgery centers (ASC) – 105 CMR 140.308
- 5. Long-Term Care Facilities (MGL c.111, §71 & 105 CMR 150.000)**
 - Serious incidents – 105 CMR 150.002(G)(1)
 - Patient abuse & neglect – MGL c.111, §72G & 105 CMR 155.010(A)(1)
- 6. Home Health and Homemaker Agencies (MGL c.111, §72F)**
 - Patient abuse & neglect – MGL c.111, §72G
- 7. Hospice Programs (MGL c.111, § 57D & 105 CMR 141.000)**
 - Serious incidents -- 105 CMR 141.201(E))
 - Patient abuse & neglect – MGL c.111, §72G & 105 CMR 141.201(F))

Facility Report: an electronic report submitted by a Facility to MDPH using HCFRS.

Facility Access Administrator: the individual designated by a Facility who is responsible for designating, managing and communicating to the MDPH System Administrator required information about the Facility's Authorized User(s), as specified in this Agreement.

MDPH System Administrator: the individual(s) designated by MDPH to oversee administration and implementation of HCFRS and to communicate with the Facility Access Administrator.

Terms and Conditions

1. Facility agrees to ensure that all employees, agents or subcontractors that use HCFRS are aware of, and comply with, this Agreement and applicable state and federal laws concerning the confidentiality and security of information that is created, modified, accessed or received through the HCFRS.
2. Facility shall use HCFRS to submit reports of incidents, accidents, SREs, and patient abuse and neglect required to be reported by a Facility to MDPH under state law. Facility shall follow all instructions, guidelines and training required or provided by MDPH for the use of HCFRS.
3. Facility agrees that it will access HCFRS through the Virtual Gateway ("VG") operated by EOHHS. Facility is responsible for complying with all EOHHS procedures for Facility access to the VG including but not limited to execution of an EOHHS VG Services Agreement and compliance with applicable procedures for designation of VG end users who also will be designated by Facility as HCFRS Authorized Users.
4. Facility shall designate one (1) individual to serve as the Facility's Access Administrator, as indicated at the bottom of this agreement. The Facility Access Administrator must be an employee in the direct control of the Facility. If Facility designates a new Facility Access Administrator, Facility shall execute a new Facility User Agreement including the name of the new Facility Access Administrator. Facility shall ensure that the Facility Access Administrator completes any training or other requirements specified by MDPH.
5. The Facility HCFRS Access Administrator is responsible for (1) communicating to the MDPH HCFRS System Administrator the identity of Authorized User(s) at a Facility, including any information about the Authorized User(s) required by MDPH, (2) ensuring that all Authorized Users complete and sign a HCFRS Authorized User Agreement in the form attached to this Agreement, and that all information is current, accurate and complete, (3) promptly notifying the MDPH HCFRS System Administrator of the identity of any Authorized User whose access rights must be terminated, for example when an Authorized User's employment terminates, (4) taking such actions as MDPH may direct or require to ensure the security of HCFRS, and (5) ensuring that all Authorized Users are aware of and comply with this Agreement and applicable state and federal laws concerning the confidentiality and security of information that is created, modified, accessed or received through the HCFRS.
6. Facility shall forward original executed Authorized User Agreement(s) to the MDPH System Administrator. Facility shall retain a copy of executed Authorized User Agreement(s).

7. Upon receipt and verification of an Authorized User Agreement submitted by the Facility Access Administrator, the MDPH System Administrator shall request that the EOHHS VG Help Desk authorize access to HCFRS through the VG to the Authorized User.
8. Facility shall ensure that each Facility's Authorized User uses only his or her specifically assigned VG user ID and password to access HCFRS, and that such information is not be shared with any other person and/or entity.
9. Upon notification that an Authorized User is no longer authorized to access HCFRS for any reason, the Facility Access Administrator shall immediately notify the MDPH System Administrator and the EOHHS VG Help Desk and request that individual's Authorized User ID and password for accessing HCFRS is deactivated. If an Authorized User's access to the VG for any purpose is no longer authorized, Facility is required to notify the VG Help Desk.
10. Facility shall immediately notify the MDPH System Administrator of any breach of this Agreement and/or the Authorized User Agreement. The notification shall include the identity of all individuals involved and the nature of the breach.
11. Facility is solely responsible for the preservation, privacy, and security of Facility Reports that contain Confidential Data covered by this Agreement in Facility's possession, including but not limited to hard copy and electronically stored or transmitted copies of Reports.
12. Facility shall ensure that the information submitted in each Facility Report is timely, complete and accurate.
13. Facility acknowledges that its breach of any provision of this Agreement may subject it to enforcement by MDPH, in accordance with applicable state law.
14. Facility's Access Administrator is:

Name:

Title:

Telephone:

E-mail:

Mailing Address:

The signer of this Agreement must be legally authorized to sign on behalf of the Facility. Preferably, the signer should be the Facility's chief executive officer.

Facility Authorized Signature

Date

Printed Name of Authorized Signatory

Title

Authorized signatory contact information:

Telephone Number

Email address

Street Address

City, State, ZIP Code

HCFRS Authorized User Agreement

Facility

MDPH FAC ID

I, _____ (name of Authorized User), have been designated by the above named Facility to submit data and Facility Reports to, and use data and Facility Reports from, the MDPH Health Care Facility Reporting System (HCFRS) in accordance with the HCFRS Facility User Agreement and this Authorized User Agreement.

HCFRS allows Authorized Users at specified health care facilities in the Commonwealth of Massachusetts to:

- (1) Submit electronic reports of incidents, accidents, SREs, and patient abuse and neglect required to be reported by a Facility to MDPH under state law. In certain cases, a Facility also is required to immediately notify MDPH by telephone of certain serious incidents by calling: [insert name and phone number for immediate reports]; and
- (2) View and print copies of the Facility's reports submitted to MDPH through HCFRS. Only the data entered and submitted by the Facility is accessible to the Facility.

Authorized Users access HCFRS through the Virtual Gateway ("VG") operated by EOHHS.

I agree to use HCFRS in accordance with the terms of the HCFRS Facility User Agreement and this Authorized User Agreement as follows:

- I will not disclose my HCFRS user ID and/or password to any person or entity.
- I will access, use and/or review HCFRS data and reports only as required to perform my job duties for the above-named Facility.
- I will not share any data or reports I receive from HCFRS with others unless such sharing is necessary to perform my job duties on behalf of the above-named Facility.
- I will discuss data or reports submitted to or received from HCFRS with others only as required to perform my job duties for the above-named Facility, and I will conduct such discussions only in non-public areas to ensure that I am not overheard.
- I will not disclose any data or reports that I receive from HCFRS to third parties unless I have specific written permission from the Facility's Access Administrator or a court order compels such disclosure.
- I will immediately report any privacy or security incidents or breaches, including unauthorized transmissions to the Facility Access Administrator and to the MDPH System Administrator.
- If I am the Facility HCFRS Access Administrator, I will immediately notify the MDPH System Administrator when an Authorized User terminates employment or is no longer authorized to access HCFRS for any reason.
- I understand that the above-named Facility or MDPH may terminate my authorization to access HCFRS at any time, for any reason.
- I understand that MDPH retains ownership of all data and reports that reside in HCFRS.
- I understand that any willful and knowing disclosure of Confidential Data to unauthorized persons is in violation of the law and may subject me to legal penalty.

I hereby acknowledge that I have received and read the HCFRS Facility Agreement and the terms

and conditions of this Authorized User Agreement and agree to be bound thereby as a condition of my access to and use of HCFRS.

Signature of Authorized User: _____ Date: _____

Authorized User Complete Name: _____

Job Title and Professional Credential: _____

Work Mailing Address (include name of company and department):

Work Email Address: _____

Work Telephone: _____ Work Fax: _____

Signature of Facility Access

Administrator approving this request: _____ Date:

Facility Access Administrator complete name: _____

Telephone: _____

E-mail: _____